

NAVAL AVIATION MISSION

Agreement signed at Washington July 31, 1940

Entered into force July 31, 1940

*Amended by agreement of January 31, February 18, April 6 and 29,
and May 2, 1944¹*

*Extended by agreements of January 31, February 18, April 6 and 29,
and May 2, 1944;¹ July 24 and August 19, 1946;² and
August 31 and September 18, 1946²*

Expired September 30, 1946

54 Stat. 2355; Executive Agreement Series 178

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU

In conformity with the request of the Ambassador of the Republic of Peru in Washington, to the Secretary of State, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Naval Aviation Mission to the Republic of Peru under the conditions specified below:

TITLE I

Purpose and Duration

Article 1. The purpose of this Mission is to cooperate with the Minister of Marine and Aviation of Peru and with the officers of the Peruvian Air Force, with a view to enhancing the efficiency of the Peruvian Air Force.

Article 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States and the Government of Peru, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States after the expiration of two years of service, in which case another member shall be furnished to replace him.

Article 3. If the Government of Peru should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

¹ EAS 402, *post*, p. 1185.

² 109 UNTS 15.

Article 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States in the public interest of the United States, without necessity of compliance with provision (a) of this Article.

Article 5. This Agreement is subject to cancellation upon the initiative of either the Government of Peru or the Government of the United States in case either country becomes involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

Article 6. This Mission shall consist of such aviation personnel of the Navy or Marine Corps of the United States as may be requested by the Ministry of Marine and Aviation of Peru through its authorized representative in Washington and agreed upon by the Navy Department of the United States.

TITLE III

Duties, Rank and Precedence

Article 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Marine and Aviation of Peru and the Chief of the Mission.

Article 8. The members of the Mission shall be responsible solely to the Minister of Marine and Aviation of Peru, through the Chief of the Mission.

Article 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Navy or Marine Corps and shall wear the uniform of his rank in the United States Navy or Marine Corps, but shall have precedence over all Peruvian officers of the same rank.

Article 10. Each member of the Mission shall be entitled to all benefits or privileges which the Regulations of the Peruvian Air Force provide for Peruvian officers and subordinate personnel of corresponding rank.

Article 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

TITLE IV

Compensation and Perquisites

Article 12. Members of the Mission shall receive from the Government of Peru such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States and the

Government of Peru for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Payment may be made in Peruvian national currency and when so made shall be computed at the highest value of the dollar at the free market rate of exchange in Lima on the day on which due. Payments made outside of Peru shall be in the national currency of the United States. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Peru or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of Marine and Aviation of Peru in order to comply with the provision of this Article that the compensation agreed upon shall be net.

Article 13. The compensation agreed upon in the preceding Article shall begin upon the date of departure from the City of New York of each member of the Mission, and shall continue after the termination of his service with the Mission during his return trip to the City of New York and thereafter for the period of any accumulated leave to which he is entitled.

Article 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Peru, and such payment shall be computed for travel by the shortest usually travelled sea route regardless of the route and method of travel used by the member of the Mission.

Article 15. Each member of the Mission and each member of his family shall be provided by the Government of Peru with first-class accommodations for travel required and performed under this Agreement, by the shortest usually travelled sea route between the City of New York and his official residence in Peru, both for the outward and for the return voyage. The expenses of shipment of the household effects, baggage and automobile of each member of the Mission between the City of New York and his official residence in Peru shall also be paid by the Government of Peru; this shall include all necessary expenses incident to unloading from the steamer upon arrival in Peru, cartage between the ship and the residence in Peru, and packing and loading on board the steamer upon departure from Peru. The transportation of such household effects, baggage and automobile shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except when the result of circumstances beyond their control. Payment by the Government of Peru of the expenses for the transportation of the families, household effects, baggage and automobiles of personnel who may join the Mission for temporary service at the request of the Minister of Marine and Aviation of Peru shall not be obligatory under this Agreement, but shall be determined by negotiations between the Navy Department of the United States and the authorized representative in Washington of the Ministry of Marine

and Aviation of Peru, at such time as the detail of personnel for such temporary service is agreed upon.

Article 16. The Government of Peru shall allot in the budget of the Ministry of Marine and Aviation an amount adequate to pay customs duties on articles imported by the members of the Mission for their personal use and for the use of their families, provided that the Chief of the Mission authorizes such importations.

Article 17. If the services of any member of the Mission should be terminated by the Government of the United States, except as established in the provisions of Article 5, before the completion of two years of service, the provisions of Article 15 shall not apply to the return trip. If the services of any member of the Mission should terminate or be terminated before the completion of two years of service, for any other reason, including those established in Article 5, such member shall receive from the Government of Peru all compensations, emoluments, and perquisites as though he had completed two years of service, but the annual salary shall terminate as provided in Article 13. But should the Government of the United States recall any member for breach of discipline, the cost of the return trip to the United States of such member, his family, household effects, baggage or automobile shall not be borne by the Government of Peru.

Article 18. Compensation for transportation and travelling expenses in the Republic of Peru on official business of the Government of Peru shall be provided by the Government of Peru in accordance with the provisions of Article 10.

Article 19. The Government of Peru shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary a launch properly equipped, shall on call be made available by the Government of Peru for use by the members of the Mission for the conduct of the official business of the Mission.

Article 20. The Government of Peru shall grant to the personnel of the Mission blanket authorization to make flights in Peru, in United States aircraft or in Peruvian aircraft which shall be made available, as necessary in the conduct of the official business of the Mission, as well as for such periodic flights as may be required to maintain their proficiency as aviators. No liability shall be incurred by any member of the Mission or by the Government of the United States for damage to property or equipment or for injury or death to others as the result of any accident in which a member of the Mission may be involved while engaged in flights in accordance with the provisions of this Agreement.

Article 21. The Government of Peru shall provide suitable office space and facilities for the use of the members of the Mission.

Article 22. If any member of the Mission or any member of his family should die in Peru, the Government of Peru shall have the body transported to such place in the United States as the surviving members of the family may decide, but the cost to the Government of Peru shall not exceed the cost of transporting the remains from the place of decease to the City of New York. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to the City of New York for the family of the deceased member and for their household effects, baggage and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for the fifteen (15) days following his death, and reimbursement due the deceased member for expenses and transportation on trips made on official business of the Government of Peru, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while he was serving under the terms of this Agreement; but the widow or other person shall not be compensated for accrued leave due but not taken by the deceased. All compensations due the widow or other person designated by the deceased, under the provisions of this Article, shall be paid before the departure of the widow or such other person from Peru and within fifteen (15) days after the death of the member.

TITLE V

Requisites and Conditions

Article 23. So long as this Agreement, or any extension thereof, is in effect, the Government of Peru shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Peruvian Air Force, except by mutual agreement between the Government of the United States and the Government of Peru.

Article 24. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

Article 25. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

Article 26. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

Article 27. The leave specified in the preceding Article may be spent in Peru, in the United States or in other countries, but the expenses of travel

and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time, including sea travel, shall count as leave and shall not be in addition to the time authorized in the preceding Article.

Article 28. The Government of Peru agrees to grant the leave specified in Article 26 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Peru.

Article 29. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

Article 30. The Government of Peru shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the direction of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Peruvian naval authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Peru shall be paid by the Government of Peru. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of Peru. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

Article 31. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Sumner Welles, Acting Secretary of State of the United States of America, and Eduardo Garland, Chargé d'Affaires of the Republic of Peru, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, District of Columbia, United States of America, this thirty-first day of July of 1940.

SUMNER WELLES	[SEAL]
EDUARDO GARLAND	[SEAL]